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OF COUNSEL  
URBAN A LESTER

RECORDATION NO. 27295-A FILED

June 20, 2008

JUN 20 '08 -11 4 5 AM

SURFACE TRANSPORTATION BOARD

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Security Interest, dated as of June 20, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a partial termination and relates to the Memorandum of Mortgage previously filed with the Board under Recordation Number 27295.

The names and addresses of the parties to the enclosed document are:

Borrower: Babcock & Brown Rail Funding LLC  
885 Second Avenue  
49<sup>th</sup> Floor  
New York, NY 10017

Secured Party: Bayerische Hypo-Und Vereinsbank AG, Agent  
FPA 4 Lease/Asset Finance  
Am Tucherpark 1 (FPA)  
80538 Munich  
Germany

Anne K. Quinlan, Esquire  
June 20, 2008  
Page 2

A description of the railroad equipment covered by the enclosed document is:

712 railcars as follows: 569 tank cars within the series STSX 1500 - STSX 2082; and 143 hopper cars within the series CRDX 9200 - CRDX 9299 as more particularly set forth in the attachment to the document;

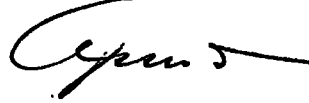
A short summary of the document to appear in the index is:

Termination of Security Interest.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

**TERMINATION OF SECURITY INTEREST**

**THIS TERMINATION OF SECURITY INTEREST** (this "**Termination**") is made this 20th day of June, 2008 between **BABCOCK & BROWN RAIL FUNDING LLC** (the "**Borrower**") and **BAYERISCHE HYPO- UND VEREINSBANK AG**, as agent (the "**Agent**") for the banks under the Third Amended and Restated Security Agreement dated as of September 21, 2007 (as amended, supplemented or otherwise modified through the date hereof, the "**Security Agreement**"). Capitalized terms used in this Termination and not otherwise defined herein shall have the meanings (by cross-reference or otherwise) in the Security Agreement.

**WHEREAS**, the Security Agreement created a lien and security interest in favor of the Agent in and to the Units and the Qualifying Leases (each as defined in the Security Agreement);

**WHEREAS**, the Borrower is party to those certain Memoranda of Mortgage described in Exhibit I hereto, each copy of which was duly filed with the Surface Transportation Board (the "**STB**") (the "**Memoranda of Mortgage**"); and

**WHEREAS**, the Borrower and the Agent now desire to terminate and cancel the Agent's security interest in and mortgage lien upon all right, title and interest of the Borrower in, to and under the property described in Schedule I and II to each of the Security Agreement Supplements and Exhibits A and B to each of the Memoranda of Mortgage, as specified in Exhibit I hereto, and to record such termination and cancellation with the STB.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Agent, intending to be legally bound, agree as follows:

1. The Borrower and the Agent hereby terminate and cancel the Agent's security interest in and mortgage lien upon all right, title and interest of the Borrower in, to and under the property described in Schedule I and II to each of the Security Agreement Supplements and Exhibits A and B to each of the Memoranda of Mortgage, as specified in Exhibit I hereto, effective as of the date this Termination is filed with the STB (the "**Effective Date**"), and the Borrower and the Agent hereby agree that no rights, duties or liabilities under the Security Agreement in relation to the property described in Schedule I and II to each of the Security Agreement Supplements and Exhibits A and B to each of the Memoranda of Mortgage, as specified in Exhibit I hereto, shall survive such termination and cancellation of the Agent's security interest in and mortgage lien upon all right, title and interest of the Borrower in, to and under the property described in Schedule I and II to each of the Security Agreement Supplements and Exhibits A and B to each of the Memoranda of Mortgage, as specified in Exhibit I hereto, except with respect to acts, events, or omissions under the Security Agreement occurring on or prior to the Effective Date and indemnities with respect to such acts, events or omissions.

2. The Borrower and the Agent agree to record this Termination with the STB so as to release any security interest in and mortgage lien upon the property described in Schedule I and II to each of the Security Agreement Supplements and Exhibits A and B to each of the Memoranda of Mortgage, as specified in Exhibit I hereto, created by or arising out of the Security Agreement.

RECORDATION NO.

27295-A  
FILED

[Termination of Security Interest]

3. The Borrower and the Agent agree and reaffirm that the Agent's security interest in and mortgage lien upon all right, title and interest of the Borrower in, to and under the property described in Schedule I and II to the Security Agreements and Exhibits A and B to the Memorandum of Mortgage that is not specified in Exhibit I hereto shall remain in full force and effect and shall not be released, terminated or cancelled by this Termination.

4. This Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

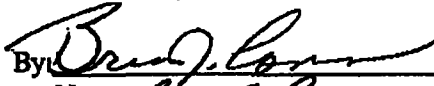
5. This Termination shall be governed by and construed in accordance with the laws of the State of New York and is being delivered in the State of New York.

\* \* \*

[Termination of Security Interest]

**IN WITNESS WHEREOF**, the Borrower and the Agent have each caused this Termination of Security Interest to be duly executed and delivered as of the date first above written.

**BABCOCK & BROWN RAIL FUNDING  
LLC**

By:   
Name: Brian J. Conn  
Title: VP

**BAYERISCHE HYPO- UND  
VEREINSBANK AG**, not in its individual  
capacity except as expressly provided herein,  
but solely as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Termination of Security Interest]

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

On June 18, 2008, before me, Lisa Fallace, Notary Public, personally appeared Brian J. Conn, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

**LISA FALLACE**  
Notary Public - State of New York  
No. 01FA6183109  
Qualified in Nassau County - Certificate Filed in New York County  
~~My Commission Expires March 10, 2012~~

*Lisa Fallace*  
Notary Public

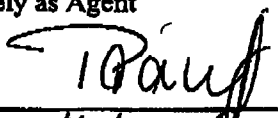
[Termination of Security Interest]

IN WITNESS WHEREOF, the Borrower and the Agent have each caused this Termination of Security Interest to be duly executed and delivered as of the date first above written.

**BABCOCK & BROWN RAIL FUNDING  
LLC**

By: \_\_\_\_\_  
Name:  
Title:

**BAYERISCHE HYPO- UND  
VEREINSBANK AG**, not in its individual  
capacity except as expressly provided herein,  
but solely as Agent


By:  \_\_\_\_\_  
Name: Markus Mansky  
Title: Director

By:  \_\_\_\_\_  
Name: Eileen Vilmos  
Title: Director

[Termination of Security Interest]

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK )

Subscribed to me on this 19<sup>th</sup> day of June, 2008 by Markus Pransky, Director of Bayerische Hypo- und Vereinsbank AG and Erkan Yilmaz, Director of Bayerische Hypo- und Vereinsbank AG.

  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

ANNETTE BUNZEL  
Notary Public, State of New York  
No. 24-4800880  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires April 30, 20 11



**Exhibit I to  
Termination of Security Interest**

**Equipment**

<b>SA Supp #/Memo Mortgage #</b>	<b># of Units</b>	<b>Year Built/ Manufacturer</b>	<b>Description</b>	<b>Reporting Marks</b>	<b>Casualty Marks</b>
67	569	1990	17,574-gallon insulated and exterior coiled tank cars	STSX 1500 – 1525, inclusive; 1527 – 1536, inclusive; 1538, 1540 – 1604, inclusive; 1606 – 1652, inclusive; 1654 – 1661, inclusive; 1663 – 1696, inclusive; 1698 – 1701, inclusive; 1703 – 1736, inclusive; 1738 – 1773, inclusive; 1775 – 1778, inclusive; 1780 – 1868, inclusive; 1870 – 1877, inclusive; 1879 – 1968, inclusive; and 1970 – 2082, inclusive.	STSX 1774, 1878
67	143	1989	3,000 cubic foot cement covered hoppers railcars	CRDX 9200, 9202 – 9205, inclusive; 9207 – 9245, inclusive; 9248 – 9258, inclusive; 9260 – 9281, inclusive; 9283 – 9319, inclusive; 9370 – 9398, inclusive.	CRDX 9201, 9206, 9246, 9247, 9259, 9282, 9399

This Termination shall affect and pertain only to the Equipment described above and the terms and conditions of the Security Agreement shall remain in full force and effect upon all other Equipment and property described in the Security Agreement and not subsequently released.

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

6/20/08



\_\_\_\_\_  
Robert W. Alvord